

CITY OF PORTLAND, OREGON
OFFICE OF
THE COMMISSION OF PUBLIC DOCKS

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SUPPLEMENTAL AGREEMENT TO CONTRACT No. 225

THIS AGREEMENT, made and entered into this 1st day of May, 1948 by and between the City of Portland, a municipal corporation, acting by and through it's THE COMMISSION OF PUBLIC DOCKS, party of the first part and GENERAL CONSTRUCTION COMPANY, a Washington corporation, Contractor, party of the second part:

WITNESSETH:

WHEREAS, the parties hereto did, under date of March 25, 1948 enter into a contract, known as Contract No. 225, for the construction of an oil dock adjacent to Pier #5, Municipal Terminal No. 4, and

WHEREAS, the Oregon-Washington Railroad & Navigation Company and the Union Pacific Railroad Company have certain rights and interests in and to said dock by virute of easements retained in the tract of land occupied by said dock and the said railroads' supplier, Richfield Oil Corporation, has requested certain changes and additions to said dock for which it will pay and the said railroads and the party of the first part have consented to such additions and changes, which are more fully set forth hereafter.

NOW THEREFORE, it is mutually agreed between the parties hereto, in consideration of their mutual covenants, as follows:

It is understood and agreed that the plans and specifications for the construction of the oil dock, as set forth in the original contract, known as Contract No. 225, are amended and changed to the extent of the following, which the Contractor agrees to accomplish, and to furnish all labor, material and equipment required therefor, to-wit:

1. Furnish and install two (2) complete twenty pile dolphins Nos. 1 and 4 as indicated on Richfield drawing KS-6755. The pile lengths and specification to be the same as required by the City of Portland.

2. Furnish and install three (3) brace pile for each of four (4) dolphins numbered 1, 2, 3 and 4 on Richfield drawing KS-6755. The brace piling to be driven to the batter indicated on the drawing and to be the same specification as for the main dolphin piles. The necessary 12" x 12" spacing timber to be supplied and installed at the top of brace piles as indicated on the drawing.

3. Furnish and install one (1) horizontal galvanized cable wrapping at water line as indicated on Richfield drawing KS-6755. The cable wrappings to be securely stapled at each wrap on each

pile as indicated on the drawing. This horizontal wrapping to be installed on two of the five dolphins as indicated on the drawing. (similar wrapping being taken care of in the contract between the General Construction Company and The Commission of Public Docks.)

4. Furnish and install diagonal wrappings at top of Piles Nos. 1, 2, 3 and 4 as indicated on Richfield drawing No. KS-6755. The galvanized cable wrappings to be securely stapled at each wrap on each pile as indicated on the drawings.

5. Furnish and install 1" galvanized iron bolts with galvanized cast iron washers at the top of each brace pile in each dolphin, as indicated on Richfield drawing KS-6755.

6. Install a steel oil hose derrick, detail of which is shown on Richfield drawing No. KM-6807. Richfield to supply bare mast, boom and backlegs with winch and cleats. Contractor to supply the steel hoisting cable, guy wires, topping lift pennant, turnbuckles, ring bolts, blocks, and other trimming necessary for stepping and guying the oil hose derrick.

It is understood and agreed that the Contractor, in performing said work, shall use and supply all the materials and workmanship specified and shown on the drawings identified as Richfield Drawing KS-6755 and Richfield Drawing KM-6807, hereto attached and that said materials and workmanship shall be the best of their kinds and shall be satisfactory to the Richfield Oil Corporation's Engineer or his representative.

The Contractor has agreed to perform said work and to accept in full payment therefor the sum of six thousand eight hundred ninety-two dollars (\$6,892.00), all in accordance with it's bid to the Richfield Oil Corporation under date of April 29, 1948. It is understood and agreed that the payment of said sum of money is to be made by the Richfield Oil Corporation to the Contractor and that the Contractor looks to the Richfield Oil Corporation solely for the payment of said sum of money.

It is further understood and agreed that all the terms and conditions of the original contract (Contract No. 225) to the extent applicable, shall continue in full force and effect and shall be deemed a part of this supplemental contract, with the exception that the Contractor shall not be obliged to furnish any additional bond and that payment for the work herein provided shall be as hereinabove set forth.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

Approved: George A. Harker
[Signature]

In the presence of:

[Signature]

Harvey L. Dick

THE CITY OF PORTLAND, by it's
THE COMMISSION OF PUBLIC DOCKS

By: George N. Duckler
Chairman

GENERAL CONSTRUCTION COMPANY

By: [Signature]
Vice President

Contractor.